

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

ELIJAH M. CLAYTON, an infant,)
by his mother and next friend,)
CHELSYE CLAYTON, and)
CHELSYE CLAYTON, individually,)
Plaintiffs,)
v.) Case No.: CL11-6852
PRIDE GROUP, LLC,)
Defendant.)

ORDER

CAME THIS DAY the parties, by counsel, and requested this Court's consideration and approval of a proposed agreement to compromise the matter.

IT APPEARING TO THE COURT that all parties interested and required by law to be joined in this matter have been convened, and that, on September 4, 2011, the infant Plaintiff, Elijah M. Clayton, whose birth date, age, and address are provided by Affidavit (attached as Exhibit 1 hereto) pursuant to Virginia Code § 8.02-582, allegedly suffered various personal injuries as a result of Defendant's failure to repair and/or warn of a dangerous condition on its property – namely, a missing baluster from the railing on the second floor walkway (the "Incident"); and

IT FURTHER APPEARING TO THE COURT that at the time of the said Incident, Massachusetts Bay Insurance Company and Greenwich Insurance Company had issued policies whose named insured was Pride Group, LLC; and

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IT FURTHER APPEARING TO THE COURT that the Defendant has offered to compromise the claim for any and all injuries allegedly sustained by the Plaintiffs as a result of the Incident for the sum of TEN MILLION, NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$10,900,000.00); and

IT FURTHER APPEARING TO THE COURT that it is otherwise proper to do so, it is hereby ORDERED, ADJUDGED, and DECREED that Chelsye Clayton is the mother and next friend of Elijah M. Clayton, an infant, for the purposes of this settlement.

And the Court having reviewed the evidence taken during the hearing of this matter, the pleadings, and all others things and proof before it, and being of the opinion that the compromise offer of TEN MILLION, NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$10,900,000.00) for any and all injuries allegedly sustained by Plaintiffs as a result of the Incident is fair and reasonable and should be accepted, it is further ORDERED, ADJUDGED, and DECREED that said compromise be approved, confirmed, and effected in the sum of TEN MILLION, NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$10,900,000.00); and

IT APPEARING TO THE COURT that the Department of Medical Assistance Services has an outstanding lien of \$203,215.86 for the payment of Elijah M. Clayton's medical expenses allegedly incurred as a result of the Incident (a lien confirmation letter from the Department of Medical Assistance Services dated March 21, 2013 is attached as Exhibit 2 hereto); and

IT FURTHER APPEARING TO THE COURT that the following health care providers have furnished medical services to Elijah M. Clayton and, to date, have not been compensated for the furnishing of said medical services:

Norfolk Fire & Paramedical Services	\$466.60
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IT FURTHER APPEARING TO THE COURT that Elijah M. Clayton, an infant, by his mother and next friend, Chelsye Clayton, and Chelsye Clayton, individually, are represented by Jesse M. Suit, III, Esq. and Richard F. Aufenger, III, Esq. of Kalfus & Nachman, P.C., who have rendered substantial legal services in and about the prosecution of these proceedings for which they should received fair and reasonable compensation in the amount of \$3,633,333.33 for attorney's fees and \$121,200.08 for reimbursement of costs advanced on behalf of the Plaintiffs; and

IT FURTHER APPEARING TO THE COURT that Chelsye Clayton, as mother and next friend of Elijah M. Clayton, and Ros R. Willis, Esq., as Guardian *ad litem* of Elijah M. Clayton, are of the opinion that the proposed settlement is fair, reasonable, and in the best interest of Elijah M. Clayton, an infant, as a result of any and all injuries allegedly sustained by Plaintiffs as a result of the Incident;

The Court hereby APPROVES and AFFIRMS said compromise, consisting of up-front and future payments as detailed below, deeming it to be fair, reasonable, and in the best interest of Elijah M. Clayton, an infant, as a result of any and all injuries allegedly sustained by Plaintiffs as a result of the Incident.

IT APPEARING TO THE COURT that the following distribution of funds is fair and reasonable, the Court does hereby APPROVE, CONFIRM and ORDER the following payments to be made out of the settlement proceeds to the persons, firms, corporations or entities identified below:

To Kalfus & Nachman, P.C. for attorney's fees	\$3,633,333.33
To Kalfus & Nachman, P.C. for costs	\$121,200.08
To Department of Medical Assistance Services ("DMAS")	\$203,215.86
To Norfolk Fire & Paramedical Services	\$466.60
Amount due to fund Special Needs Trust	\$1,541,784.13
Amount due to fund future periodic payments	\$5,400,000.00
TOTAL	\$10,900,000.00

The above expenditures for attorney's fees, costs, the DMAS lien and outstanding charges for medical services in the total amount of \$3,958,215.87 are hereby approved and shall be paid and disposed of by Jesse M. Suit, III, Esq., who has received the upfront settlement funds and will make the necessary disbursements, as detailed above, pursuant to Virginia Code § 8.01-600 *et seq.*, as amended.

IT FURTHER APPEARING TO THE COURT that Elijah M. Clayton, an infant, is not of sufficient age and discretion to judiciously handle any cash sum of money which might be paid to him pursuant to the aforementioned compromise, and the Court, exercising its discretion on behalf of the Plaintiffs, is of the opinion that a lump sum settlement would not be in the best interest of the Elijah M. Clayton. A Special Needs Trust and Periodic Payment Plan proposal have been prepared for the consideration of the Court. Having considered that plan versus the benefits of a single lump sum payment, the Court is of the opinion that the establishment of a Special Needs Trust and Periodic Payment Plan as set forth in this Order is in the best interest of Elijah M. Clayton.

It is hereby ORDERED, ADJUDGED, and DECREED that The Elijah Clayton Irrevocable Trust be established in accord with the Declaration Establishing Trust, a copy of which is attached as Exhibit 3 hereto and incorporated herein by reference. The Elijah Clayton Irrevocable Trust is to be established and funded in the initial sum of ONE MILLION, FIVE HUNDRED FORTY-ONE THOUSAND, SEVEN HUNDRED AND EIGHTY-FOUR and 13/100 DOLLARS (\$1,541,784.13), together with any other additions thereto. Old Point Trust & Financial Services, N.A. shall qualify with the Clerk of this Court as Trustee of such Trust and shall post bond in the amount of ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00) without surety, as permitted under Virginia Code Section 6.2-1003.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Massachusetts Bay Insurance Company and Greenwich Insurance Company, collectively the "Payors" will cause to be paid to Elijah Clayton, the minor plaintiff, the sums outlined below:

Periodic Payments 1

Future periodic payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust ("Payee") in the following amounts and on the following dates:

\$8,000.00 per month, guaranteed for fifteen (15) years, beginning on May 1, 2015. The final guaranteed payment will be made on April 1, 2030. Payments compound by 3.0% annually.

It is understood that Defendant and/or its Insurers may make a qualified assignment under Section 130 of the Internal Revenue Code to Pacific Life & Annuity Services, Inc. ("Assignee") of these future periodic payment obligations, for a consideration of \$1,400,000.00. If such an assignment is made, the Assignee shall fund its obligation for

such periodic payments by the purchase of an annuity contract from Pacific Life Insurance Company, rated A+ by AM Best, and, in accordance with the terms of said assignment, the Assignee shall be substituted as obligor for such payments for Defendant and/or its Insurers, who shall be released from any further obligation to make said future periodic payments.

Upon the death of Elijah Clayton, the commuted value of the remaining 100% of guaranteed payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust shall be paid over to The Elijah Clayton Irrevocable Trust in accordance with the terms of the annuity contracts.

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Periodic Payments 2

Future periodic payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust ("Payee") in the following amounts and on the following dates:

\$12,463.74 per month, guaranteed for ten (10) years, beginning on May 1, 2030. The final guaranteed payment will be made on April 1, 2040. Payments compound by 3.0% annually.

\$250,000.00 guaranteed lump sum payment on September 10, 2029

\$250,000.00 guaranteed lump sum payment on September 10, 2036

\$350,000.00 guaranteed lump sum payment on September 10, 2043

\$400,000.00 guaranteed lump sum payment on September 10, 2050

\$450,000.00 guaranteed lump sum payment on September 10, 2057

\$600,000.00 guaranteed lump sum payment on September 10, 2064

\$905,000.00 guaranteed lump sum payment on September 10, 2071

It is understood that Defendant and/or its Insurers may make a qualified assignment under Section 130 of the Internal Revenue Code to BHG Structured Settlements, Inc. ("Assignee") of these future periodic payment obligations, for a consideration of \$1,546,839.00. If such an assignment is made, the Assignee shall fund its obligation for such periodic payments by the purchase of an annuity contract from Berkshire Hathaway Life Insurance Company of Nebraska, rated A++ by AM Best, and, in accordance with the terms of said assignment, the Assignee shall be substituted as obligor for such payments for Defendant and/or its Insurers, who shall be released from any further obligation to make said future periodic payments.

Upon the death of Elijah Clayton, the commuted value of the remaining 100% of guaranteed payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust shall be paid over to The Elijah Clayton Irrevocable Trust in accordance with the terms of the annuity contracts.

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Periodic Payments 3

Future periodic payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust ("Payee") in the following amounts and on the following dates:

\$6,414.06 per month for the life of Elijah Clayton, guaranteed for fifteen (15) years, beginning on May 1, 2040. The final guaranteed payment will be made on April 1, 2055. Payments compound by 3.0% annually.

It is understood that Defendant and/or its Insurers may make a qualified assignment under Section 130 of the Internal Revenue Code to New York Life Insurance and Annuity Corporation ("Assignee") of these future periodic payment obligations, for a consideration of \$953,161.00. If such an assignment is made, the Assignee shall fund its obligation for such periodic payments by the purchase of an annuity contract from New York Life Insurance Company, rated A++ by AM Best, and, in accordance with the terms of said assignment, the Assignee shall be substituted as obligor for such payments for Defendant and/or its Insurers, who shall be released from any further obligation to make said future periodic payments.

Upon the death of Elijah Clayton, the commuted value of the remaining 100% of guaranteed payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust shall be paid over to The Elijah Clayton Irrevocable Trust in accordance with the terms of the annuity contracts.

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Periodic Payments 4

Future periodic payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust ("Payee") in the following amounts and on the following dates:

\$10,336.16 per month for the life of Elijah Clayton, guaranteed for fifteen (15) years, beginning on May 1, 2040. The final guaranteed payment will be made on April 1, 2055. Payments compound by 3.0% annually.

It is understood that Defendant and/or its Insurers may make a qualified assignment under Section 130 of the Internal Revenue Code to Prudential Assigned Settlement Services Corporation ("Assignee") of these future periodic payment obligations, for a consideration of \$1,500,000.00. If such an assignment is made, the Assignee shall fund its obligation for such periodic payments by the purchase of an annuity contract from Prudential Insurance Company of America, rated A+ by AM Best, and, in accordance with the terms of said assignment, the Assignee shall be substituted as obligor for such payments for Defendant and/or its Insurers, who shall be released from any further obligation to make said future periodic payments.

Upon the death of Elijah Clayton, the commuted value of the remaining 100% of guaranteed payments to Old Point Trust & Financial Services, N.A. Trustee of the Elijah Clayton Irrevocable Trust shall be paid over to The Elijah Clayton Irrevocable Trust in accordance with the terms of the annuity contracts.

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Minor Plaintiff's Rights to Payments

The Plaintiffs acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the minor plaintiff, nor shall the minor plaintiff have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise unless such sale, assignment pledge, hypothecation or other

transfer or encumbrance has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Internal Revenue Code and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute. If this annuity is not funded in a timely manner to lock-in these periodic payments, or if the birth date information is incorrect the beginning date of the periodic payments or the payments may adjusted to coincide with the purchase date, and or the actual date of birth without further order of this Court.

Discharge of Obligation

The obligation of the Payors and/or each assignee to make each Periodic Payments shall be discharged upon the electronic transfer or the mailing of valid checks in the amount of such payments to the bank account or the designated address of the Trustee of The Elijah Clayton Irrevocable Trust named hereinabove.

If a payee or beneficiary notifies an assignee that any check or electronic funds transfer was not received, the assignee shall direct the annuity issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the annuity issuer process a replacement payment.

Ratings

The obligation to make the Periodic Payments described above as Periodic Payments 1 is being assigned to Pacific Life & Annuity Services, Inc. and funded by an annuity contract issued by Pacific Life Insurance Company. Its ratings from an independent source are attached as Exhibit No. 4.

The obligation to make the periodic payments described above as Periodic

Payments 2 is being assigned to BHG Structured Settlements, Inc. and funded by an annuity contract issued by Berkshire Hathaway Life Insurance Company of Nebraska. Its ratings from an independent source are attached as Exhibit No. 5.

The obligation to make the Periodic Payments described above as Periodic Payments 3 is being assigned to New York Life Insurance and Annuity Corporation and funded by an annuity contract issued by New York Life Insurance Company. Its ratings from an independent source are attached as Exhibit No. 6.

The obligation to make the Periodic Payments described above as Periodic Payments 4 is being assigned to Prudential Assigned Settlement Services Corporation and funded by an annuity contract issued by Prudential Insurance Company of America. Its ratings from an independent source are attached as Exhibit No. 7.

All four firms are rated "A plus" (A+) or better by AM Best's Insurance Reports meeting the criteria of VA Code Section 8.01-424.D.4.

Authorization of Annuity Issuers

Pacific Life Insurance Company, Berkshire Hathaway Life Insurance Company of Nebraska, New York Life Insurance Company, and Prudential Insurance Company of America are authorized to do business in the Commonwealth of Virginia.

WHEREUPON all parties, by counsel, in open Court and in accordance with the terms of this Order, agree to the above approved settlement.

It is further UNDERSTOOD and AGREED that this Order shall not be construed as an admission of liability on the part of the Defendant.

It is further ORDERED, ADJUDGED, and DECREED that Defendant, Pride Group, LLC, and its insurers, Massachusetts Bay Insurance Company and Greenwich

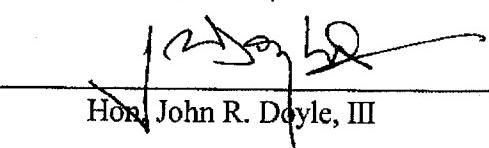
Insurance Company, and all of their employees, agents, servants, subsidiaries, affiliates, predecessors in interest, and/or successors in interest be released and discharged of and from any and all liability claims which might be asserted against them by Elijah M. Clayton and/or Chelsye Clayton for the injuries allegedly sustained by Elijah M. Clayton as a result of the Incident, including, but not limited to, any and all claims for personal injuries or medical expenses incurred in the past or to be incurred in the future as more fully set forth in the Release attached as Exhibit No. 8; and

It is further ORDERED that neither Defendant, Pride Group, LLC, nor its insurers, Massachusetts Bay Insurance Company and Greenwich Insurance Company, nor any of their employees, agents, servants, subsidiaries, affiliates, predecessors in interest, and/or successors in interest, shall incur any liability for any amount sought by the Commonwealth of Virginia, the Office of the Attorney General, or the Virginia Department of Medical Assistance Services pursuant to any lien arising out of injuries allegedly sustained by Elijah M. Clayton as a result of the Incident; and

All requested relief having been granted, it is further ORDERED that this action be DISMISSED with prejudice and stricken from the docket.

The Clerk is directed to send a copy teste to all parties of record.

ENTER: 4/9/13


Hon. John R. Doyle, III

Endorsements continued on the following page

WE ASK FOR THIS:

Jesse M. Suit, III, Esq. (VSB #30503)
Richard F. Aufenger, III, Esq. (VSB #22980)
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Telephone: (757) 461-4900
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Counsel for Plaintiffs, Elijah M. Clayton, an infant, by his mother and next friend, Chelsye Clayton, and Chelsye Clayton, individually

Mark C. Nanavati, Esq. (VSB #38709)
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Facsimile: (804) 378-2610
Counsel for Defendant, Pride Group, LLC

Chelsye Clayton
Chelsye Clayton
492 East Brambleton Avenue
Norfolk, Virginia 23504
Individually and as mother and next friend of Elijah M. Clayton, an infant

Ros Willis, Esq.
Inman & Stickler
575 Lynnhaven Parkway
Virginia Beach, VA 23452
(757) 486-7053

Check and/or complete only one of the following:

- Present in Court
 Not Present, but Signature Notarized Below

COMMONWEALTH OF VIRGINIA:
CITY/COUNTY OF Norfolk, to-wit:

Subscribed and sworn before me by Chelsye Clayton on this 9th day of April, 2013.

My commission expires: 8/31/15

Diane M. Hillburn
Notary Public



DIANE M. HILLBURN
Notary Registration Number is
ID # 279602
Expires August 31, 2015

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF NORFOLK

**ELIJAH M. CLAYTON, an infant, by
his mother and next friend,
CHELSYE CLAYTON,
and CHELSYE CLAYTON, individually,**

Plaintiffs,

v.

Civil Action No.

CL 11-6857

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PRIDE GROUP, LLC
c/o Joseph H. Latchum, Jr., R.A.
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

Defendant.

COMPLAINT

To the Honorable Judges of the Aforesaid Court:

Plaintiffs Elijah M. Clayton, an infant, by his mother and next friend, Chelsye Clayton, and Chelsye Clayton, individually, respectfully move the Circuit Court of the City of Norfolk, Virginia, for judgment of and against the defendant, Pride Group, LLC, in the sum of FIFTY MILLION DOLLARS (\$50,000,000.00) together with pre-judgment interest from September 4, 2011 and their taxable costs, for the following:

1. Plaintiff Elijah M. Clayton is a three-year-old infant and sues through his mother and next friend, co-plaintiff Chelsye Clayton, who is a person of the age of majority and a resident and citizen of the City of Norfolk, Virginia.
2. At all times relevant herein, upon information and belief, defendant Pride Group, LLC is and was a limited liability company organized and existing under the laws of the Commonwealth of Virginia, is registered and licensed to do business in the Commonwealth of Virginia with its principal place of business located in Virginia, has done and is continuing to do

business in the Commonwealth of Virginia and the City of Norfolk, and is subject to and within the jurisdiction and venue of this Honorable Court.

3. At all times relevant herein, defendant Pride Group, LLC did and does business as the Ramanda Norfolk, a/k/a Ramada Norfolk Airport, a/k/a Ramada Inn Norfolk Airport, and is the owner and/or operator of the property located at 1450 North Military Highway, Norfolk, Virginia and the Ramada hotel located upon said property.

4. As the owner and/or operator of a hotel, the defendant, Pride Group, LLC, had a duty to take every reasonable precaution to protect its guests from bodily injury.

5. As the owner and/or operator of a hotel, a place of business to which the general public is invited, the defendant, Pride Group, LLC, had a duty to exercise due care to maintain the hotel's premises in good repair and ensure that all walkways and open-sided walking surfaces, including ingress and egress to rooms, were reasonably safe for the ordinary use of the general public.

6. As the owner and/or operator of said property and hotel, a place of business to which the general public is invited, the defendant Pride Group, LLC and its agents and employees had a duty to exercise due care and diligence to maintain the premises, including the common areas, hallways, open-sided walkways, and balconies in a reasonably safe condition; to repair any defects and unsafe conditions on or about the premises of the Ramada Norfolk Airport within a reasonable time, known or which should have been known to the defendant; to make reasonable inspections to determine whether any latent defects or unsafe conditions existed; to comply with all applicable building codes; and to warn the public, including the plaintiffs, of any such latent defects or unsafe conditions known to it, its agents and employees, or which should have been known to it or its agents

and employees. The defendant, Pride Group, LLC, was negligent for failing to satisfy these duties.

7. Notwithstanding the aforesaid duties, and in breach of same, the defendant, Pride Group, LLC, acting through its agents and employees, negligently failed to properly maintain the premises of its property and establishment, including the open-sided walkways, open-sided walking surfaces and balconies, and allowed an outside guard (hereinafter "railing") on the second floor with a missing baluster (hereinafter "vertical bar") to remain unrepairs and unsecured, and failed to block the opening in the second floor railing caused by the missing vertical bar, in an area where patrons of the hotel customarily passed and gathered while entering and exiting their rooms, although the defendant, and its agents and employees, knew, or in the exercise of reasonable care should have known that (1) the unsafe condition existed; (2) the unsafe condition involved an unreasonable risk of harm to anyone using the open-sided walkway or passing through the area, especially small children; (3) the unsafe condition would not readily be discovered by anyone using the open-sided walkway or passing through the area, and (4) anyone using the open-sided walkway or passing through the area would not know, or have reason to know, of the unsafe condition and the risk involved. The defendant, Pride Group, LLC, negligently failed to make the open-sided walkway reasonably safe for patrons, including the infant plaintiff, and negligently failed to warn patrons, including the plaintiffs, of the unsafe condition. The defendant, through its representatives, had actual and/or constructive notice that this railing was missing a vertical bar on the second floor open-sided walkway in the area where patrons were expected to be. Despite this notice, the defendant took no action to remedy or warn of this unsafe condition. In addition, the defendant failed to comply with applicable building codes and may have been negligent in other ways which will be revealed through the discovery process.

8. On or about September 4, 2011, at approximately 8:00 p.m., infant plaintiff Elijah M. Clayton was an invitee and guest of the Ramada Norfolk Airport hotel located at 1450 North Military Highway, Norfolk, Virginia. Elijah Clayton, who was two years old at the time, was on the second floor open-sided walkway at or near the entrance to room 253, where, unbeknownst to him or his companions, the railing was missing a vertical bar. Elijah went through the opening in the railing where the vertical bar was missing and fell from the second floor to the pavement below, sustaining serious and permanent injuries, including but not limited to head and brain injuries.

9. The infant plaintiff's injury was through no fault, negligence, or carelessness on his part, and was wholly caused by the negligence of the defendant, Pride Group, LLC, as aforesaid.

10. As a direct and proximate result of his fall and the negligence of the defendant Pride Group, LLC as aforesaid, the infant plaintiff Elijah M. Clayton was caused to sustain serious, severe, painful and permanent injuries; has and is expected in the future to incur medical and related expenses in an effort to be healed and cured of said injuries; has suffered and will continue to suffer great physical pain and mental anguish; has been unable to carry on his usual activities and will be unable to do so in the future; and has been otherwise injured and damaged and will continue to be so injured and damaged into the future.

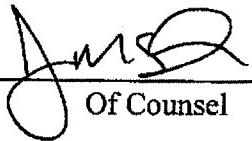
11. As a direct and proximate result of the negligence of the defendant Pride Group, LLC as aforesaid, Plaintiff Chelsye Clayton has been and will be deprived of the services of Elijah M. Clayton, and has incurred and is expected in the future to incur medical and related expenses in an effort to heal and cure Elijah Clayton from the injuries he suffered.

WHEREFORE, plaintiffs Elijah M. Clayton, an infant, by his mother and next friend, Chelsye Clayton, and Chelsye Clayton, individually, move this Court for judgment against the defendant, Pride Group, LLC, in the sum of FIFTY MILLION DOLLARS (\$50,000,000.00), together with pre-judgment interest from September 4, 2009 and their taxable costs as aforesaid, and for all general and equitable relief.

Plaintiffs demand a trial by jury.

**ELIJAH M. CLAYTON, an infant, by his mother
and next friend, CHELSYE CLAYTON, and
CHELYSE CLAYTON, individually**

By:



Of Counsel

Jesse M. Suit, III, Esq. (VSB#30503)
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